

GABRIEL A. JACKSON, State Bar No. 98119
DANIEL D. O'SHEA, State Bar No. 238534
JACKSON & WALLACE LLP
55 Francisco Street, 6th Floor
San Francisco, CA 94133
Tel: 415.982.6300
Fax: 415.982.6700

Attorneys for Defendants
ELECTRIC BOAT CORPORATION

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

NAOMI BEAURMAN-WHITE, As
Successor-In-Interest To ROBERT L.
WHITE, DECEASED; And EMMA
WATTS, EDITH MILLIGAN, CORA
MELTON, STEPHEN WHITE, As Legal
Heirs of ROBERT L. WHITE
DECEASED, et al.,

Plaintiffs,

v.

GENERAL ELECTRIC COMPANY AND
ELECTRIC BOAT COMPANY, et al.,

Defendants.

Case No. 308-CV-00230-EDL

**ELECTRIC BOAT CORPORATION'S
ANSWER TO COMPLAINT FOR
SURVIVAL, WRONGFUL DEATH -
ASBESTOS;**

DEMAND FOR JURY TRIAL

**CERTIFICATION OF INTERESTED
ENTITIES OR PERSONS**

Defendant ELECTRIC BOAT CORPORATION ("ELECTRIC BOAT" or "Defendant")
makes the following answer to the allegations made in Plaintiffs' Complaint, filed on January 14,
2008, as follows:

1. To the extent that paragraph 1 of the complaint consists of allegations of fact as to
plaintiffs, ELECTRIC BOAT lacks sufficient knowledge or information to form a belief as to the
truth of the allegations of paragraph 1, and on such basis the allegations are denied. To the extent
that paragraph 1 of the complaint consists of allegations of fact as to other defendants,
ELECTRIC BOAT lacks sufficient knowledge or information to form a belief as to the truth of

1 the allegations of paragraph 1, and on such basis the allegations are denied.

2 2. To the extent that paragraph 2 of the complaint consists of allegations of fact as to
3 plaintiffs, ELECTRIC BOAT lacks sufficient knowledge or information to form a belief as to the
4 truth of the allegations of paragraph 2, and on such basis the allegations are denied. To the extent
5 that paragraph 2 of the complaint consists of allegations of fact as to other defendants,
6 ELECTRIC BOAT lacks sufficient knowledge or information to form a belief as to the truth of
7 the allegations of paragraph 2, and on such basis the allegations are denied.

8 3. To the extent that paragraph 3 of the complaint consists of allegations of fact as to
9 plaintiffs, ELECTRIC BOAT lacks sufficient knowledge or information to form a belief as to the
10 truth of the allegations of paragraph 3, and on such basis the allegations are denied. To the extent
11 that paragraph 3 of the complaint consists of allegations of fact as to other defendants,
12 ELECTRIC BOAT lacks sufficient knowledge or information to form a belief as to the truth of
13 the allegations of paragraph 3, and on such basis the allegations are denied.

14 4. ELECTRIC BOAT denies each and every allegation contained in paragraph

15 5. To the extent that paragraph 5 of the complaint consists of allegations of fact as to
16 plaintiffs and/or decedents, ELECTRIC BOAT lacks sufficient knowledge or information to form
17 a belief as to the truth of the allegations of paragraph 5, and on such basis the allegations are
18 denied.

19 6. To the extent that paragraph 6 of the complaint consists of allegations of fact as to
20 plaintiff and/or decedent, ELECTRIC BOAT lacks sufficient knowledge or information to form a
21 belief as to the truth of the allegations of paragraph 6, and on such basis the allegations are
22 denied. To the extent that paragraph 6 of the complaint consists of conclusions of law,
23 ELECTRIC BOAT is not required to respond.

24 7. To the extent that paragraph 7 of the complaint consists of conclusions of law,
25 ELECTRIC BOAT is not required to respond. To the extent that paragraph 7 of the complaint
26 consists of allegations of fact as to other defendants, ELECTRIC BOAT lacks sufficient
27 knowledge or information to form a belief as to the truth of the allegations of paragraph 7, and on
28 such basis the allegations are denied.

1 8. To the extent that paragraph 8 of the complaint consists of allegations of fact as to
2 other defendants, ELECTRIC BOAT lacks sufficient knowledge or information to form a belief
3 as to the truth of the allegations of paragraph 8, and on such basis the allegations are denied.
4 ELECTRIC BOAT is a corporation incorporated under the laws of Delaware and having its
5 principal place of business in Connecticut. As to the remaining allegations in paragraph 8, those
6 allegations are denied.

7 9. To the extent that paragraph 8 of the complaint consists of allegations of fact as to
8 other defendants, ELECTRIC BOAT lacks sufficient knowledge or information to form a belief
9 as to the truth of the allegations of paragraph 8, and on such basis the allegations are denied.
10 ELECTRIC BOAT admits that it is a corporation incorporated under the laws of Delaware and
11 having its principal place of business in Connecticut. ELECTRIC BOAT lacks knowledge or
12 information to form a belief as to the truth of the allegation that this court has original jurisdiction
13 under 25 USC Section 1332 and on such basis denies the allegation.

14 10. To the extent that paragraph 10 of the complaint consists of conclusions of law,
15 ELECTRIC BOAT is not required to respond to it. To the extent that paragraph 10 of the
16 complaint consists of allegations of facts as to Plaintiff, ELECTRIC BOAT lacks sufficient
17 knowledge or information to form a belief as to the truth of the allegations of paragraph 10 and on
18 such basis the allegations are denied. To the extent that paragraph 10 of the complaint consists of
19 allegations of fact as to other defendants, ELECTRIC BOAT lacks sufficient knowledge or
20 information to form a belief as to the truth of the allegations of paragraph 10, and on such basis
21 the allegations are denied. ELECTRIC BOAT lacks sufficient knowledge or information to form
22 a belief as to the truth of plaintiff's allegation that the Northern District of California is the proper
23 venue for this case, and on such basis denies the allegation.

24 11. ELECTRIC BOAT denies each and every allegation in paragraph 11 with respect
25 to ELECTRIC BOAT. ELECTRIC BOAT is without information and belief as to the allegations
26 contained in paragraph 10 with respect to the remaining defendants and on that basis denies each
27 and every allegation therein.

28 12. ELECTRIC BOAT denies each and every allegation in paragraph 11 with respect

1 to ELECTRIC BOAT. ELECTRIC BOAT is without information and belief as to the allegations
2 contained in paragraph 12 with respect to the remaining defendants and on that basis denies each
3 and every allegation therein.

4 13. ELECTRIC BOAT denies each and every allegation in paragraph 13 with respect
5 to ELECTRIC BOAT. ELECTRIC BOAT is without information and belief as to the allegations
6 contained in paragraph 13 with respect to the remaining defendants and on that basis denies each
7 and every allegation therein.

8 14. ELECTRIC BOAT denies each and every allegation in paragraph 14 with respect
9 to ELECTRIC BOAT. ELECTRIC BOAT is without information and belief as to the allegations
10 contained in paragraph 14 with respect to the remaining defendants and on that basis denies each
11 and every allegation therein.

12 15. ELECTRIC BOAT denies each and every allegation in paragraph 15 with respect
13 to ELECTRIC BOAT. ELECTRIC BOAT is without information and belief as to the allegations
14 contained in paragraph 15 with respect to the remaining defendants and on that basis denies each
15 and every allegation therein.

16 16. ELECTRIC BOAT denies the allegation contained in paragraph 16 that
17 “[p]laintiffs have used, handled, or been otherwise exposed to asbestos and asbestos-containing
18 products referred to herein in a manner that was reasonably foreseeable.” ELECTRIC BOAT is
19 without information and belief as to the remaining allegations contained in paragraph 16, and
20 Exhibit A which is incorporated therein by reference, and on that basis denies each and every
21 remaining allegation.

22 17. ELECTRIC BOAT denies each and every allegation in paragraph 17, and Exhibit
23 A which is incorporated by reference therein, with respect to ELECTRIC BOAT. ELECTRIC
24 BOAT is without information and belief as to the allegations contained in paragraph 17, and
25 Exhibit A which is incorporated by reference therein, with respect to the remaining defendants
26 and on that basis denies each and every allegation therein.

27 18. To the extent that paragraph 18 of the complaint consists of allegations of fact as
28 to Plaintiff, ELECTRIC BOAT lacks sufficient information or knowledge to form a belief as to

1 the truth of the allegations of paragraph 18, and on such basis the allegations are denied.

2 19. To the extent that paragraph 18 of the complaint consists of allegations of fact as
3 to Plaintiff, ELECTRIC BOAT lacks sufficient information or knowledge to form a belief as to
4 the truth of the allegations of paragraph 18, and on such basis the allegations are denied.

5 20. ELECTRIC BOAT denies each and every allegation in paragraph 20 with respect
6 to ELECTRIC BOAT. ELECTRIC BOAT is without information or belief as to the allegations
7 contained in paragraph 20 with respect to the remaining defendants and on that basis denies each
8 and every allegation therein.

9 21. ELECTRIC BOAT denies each and every allegation in paragraph 21 with respect
10 to ELECTRIC BOAT. ELECTRIC BOAT is without information or belief as to the allegations
11 contained in paragraph 21 with respect to the remaining defendants and on that basis denies each
12 and every allegation therein.

13 22. ELECTRIC BOAT denies each and every allegation in paragraph 22 with respect
14 to ELECTRIC BOAT. ELECTRIC BOAT is without information or belief as to the allegations
15 contained in paragraph 22 with respect to the remaining defendants and on that basis denies each
16 and every allegation therein.

17 23. ELECTRIC BOAT denies each and every allegation in paragraph 23 with respect
18 to ELECTRIC BOAT. ELECTRIC BOAT is without information or belief as to the allegations
19 contained in paragraph 23 with respect to the remaining defendants and on that basis denies each
20 and every allegation therein.

21 24. ELECTRIC BOAT denies each and every allegation in paragraph 24 with respect
22 to ELECTRIC BOAT. ELECTRIC BOAT is without information or belief as to the allegations
23 contained in paragraph 24 with respect to the remaining defendants and on that basis denies each
24 and every allegation therein.

25 25. ELECTRIC BOAT denies each and every allegation in paragraph 24 with respect
26 to ELECTRIC BOAT. ELECTRIC BOAT is without information or belief as to the allegations
27 contained in paragraph 24 with respect to the remaining defendants and on that basis denies each
28 and every allegation therein.

1 26. ELECTRIC BOAT denies each and every allegation in paragraph 24 with respect
2 to ELECTRIC BOAT. ELECTRIC BOAT is without information or belief as to the allegations
3 contained in paragraph 24 with respect to the remaining defendants and on that basis denies each
4 and every allegation therein.

5 27. ELECTRIC BOAT denies each and every allegation in paragraph 24 with respect
6 to ELECTRIC BOAT. ELECTRIC BOAT is without information or belief as to the allegations
7 contained in paragraph 24 with respect to the remaining defendants and on that basis denies each
8 and every allegation therein.

9 28. ELECTRIC BOAT incorporates by this reference, as though fully set forth herein,
10 its responses to the allegations contained in each paragraph of the First Cause of Action in the
11 complaint.

12 29. ELECTRIC BOAT denies each and every allegation in paragraph 29 with respect
13 to ELECTRIC BOAT. ELECTRIC BOAT is without information or belief as to the allegations
14 contained in paragraph 29 with respect to the remaining defendants and on that basis denies each
15 and every allegation therein.

16 30. ELECTRIC BOAT denies each and every allegation with respect to ELECTRIC
17 BOAT and is without information and belief as to those same remaining allegations with respect
18 to the remaining defendants and on that basis denies each and every remaining allegation.

19 31. ELECTRIC BOAT denies each and every allegation with respect to ELECTRIC
20 BOAT and is without information and belief as to those same remaining allegations with respect
21 to the remaining defendants and on that basis denies each and every remaining allegation.

22 29. ELECTRIC BOAT denies each and every allegation in paragraph 29 with respect
23 to ELECTRIC BOAT. ELECTRIC BOAT is without information or belief as to the allegations
24 contained in paragraph 29 with respect to the remaining defendants and on that basis denies each
25 and every allegation therein.

26 30. ELECTRIC BOAT denies each and every allegation in paragraph 30 with respect
27 to ELECTRIC BOAT. ELECTRIC BOAT is without information or belief as to the allegations
28 contained in paragraph 30 with respect to the remaining defendants and on that basis denies each

1 and every allegation therein.

2 31. To the extent that paragraph 31 of the complaint consists of allegations of facts as
3 to Plaintiffs and/or decedents, ELECTRIC BOAT lacks sufficient knowledge or information to
4 form a belief as to the truth of the allegations of paragraph 31 and on such basis the allegations
5 are denied. ELECTRIC BOAT denies each and every allegation in paragraph 31 with respect to
6 ELECTRIC BOAT. ELECTRIC BOAT is without information or belief as to the allegations
7 contained in paragraph 31 with respect to the remaining defendants and on that basis denies each
8 and every allegation therein.

9 32. ELECTRIC BOAT denies each and every allegation in paragraph 32 with respect
10 to ELECTRIC BOAT. ELECTRIC BOAT is without information or belief as to the allegations
11 contained in paragraph 32 with respect to the remaining defendants and on that basis denies each
12 and every allegation therein.

13 33. ELECTRIC BOAT denies each and every allegation in paragraph 33 with respect
14 to ELECTRIC BOAT. ELECTRIC BOAT is without information or belief as to the allegations
15 contained in paragraph 33 with respect to the remaining defendants and on that basis denies each
16 and every allegation therein.

17 34. ELECTRIC BOAT denies each and every allegation in paragraph 34 with respect
18 to ELECTRIC BOAT. ELECTRIC BOAT is without information or belief as to the allegations
19 contained in paragraph 34 with respect to the remaining defendants and on that basis denies each
20 and every allegation therein.

21 35. ELECTRIC BOAT denies each and every allegation in paragraph 35 with respect
22 to ELECTRIC BOAT. ELECTRIC BOAT is without information or belief as to the allegations
23 contained in paragraph 35 with respect to the remaining defendants and on that basis denies each
24 and every allegation therein.

25 36. ELECTRIC BOAT denies each and every allegation in paragraph 36 with respect
26 to ELECTRIC BOAT. ELECTRIC BOAT is without information or belief as to the allegations
27 contained in paragraph 36 with respect to the remaining defendants and on that basis denies each
28 and every allegation therein.

1 37. ELECTRIC BOAT denies each and every allegation in paragraph 37 with respect
2 to ELECTRIC BOAT. ELECTRIC BOAT is without information or belief as to the allegations
3 contained in paragraph 37 with respect to the remaining defendants and on that basis denies each
4 and every allegation therein.

5 38. ELECTRIC BOAT denies each and every allegation in paragraph 38 with respect
6 to ELECTRIC BOAT. ELECTRIC BOAT is without information or belief as to the allegations
7 contained in paragraph 38 with respect to the remaining defendants and on that basis denies each
8 and every allegation therein.

9 39. ELECTRIC BOAT incorporates by this reference, as though fully set forth herein,
10 its responses to the allegations contained in each paragraph of the First Cause of Action in the
11 complaint.

12 40. To the extent that paragraph 31 of the complaint consists of allegations of facts as
13 to Plaintiffs and/or decedents, ELECTRIC BOAT lacks sufficient knowledge or information to
14 form a belief as to the truth of the allegations of paragraph 10 and on such basis the allegations
15 are denied.

16 41. To the extent that paragraph 31 of the complaint consists of allegations of facts as
17 to Plaintiffs and/or decedents, ELECTRIC BOAT lacks sufficient knowledge or information to
18 form a belief as to the truth of the allegations of paragraph 10 and on such basis the allegations
19 are denied.

20 42. ELECTRIC BOAT denies each and every allegation in paragraph 42 with respect
21 to ELECTRIC BOAT and is without information and belief as to those same remaining
22 allegations with respect to the remaining defendants and on that basis denies each and every
23 remaining allegation.

24 43. To the extent that paragraph 31 of the complaint consists of allegations of facts as
25 to Plaintiffs and/or decedents, ELECTRIC BOAT lacks sufficient knowledge or information to
26 form a belief as to the truth of the allegations of paragraph 10 and on such basis the allegations
27 are denied.

28 44. ELECTRIC BOAT denies each and every allegation in paragraph 44 with respect

1 to ELECTRIC BOAT. ELECTRIC BOAT is without information or belief as to the allegations
2 contained in paragraph 44 with respect to the remaining defendants and on that basis denies each
3 and every allegation therein.

4 45. ELECTRIC BOAT denies each and every allegation in paragraph 45 with respect
5 to ELECTRIC BOAT. ELECTRIC BOAT is without information or belief as to the allegations
6 contained in paragraph 45 with respect to the remaining defendants and on that basis denies each
7 and every allegation therein.

8 **AFFIRMATIVE DEFENSES**

9 By alleging the Separate and Additional Affirmative Defenses set forth below,
10 ELECTRIC BOAT is not in any way agreeing or conceding that it has the burden of proof or
11 burden of persuasion on any of these issues.

12 **FIRST AFFIRMATIVE DEFENSE**

13 Neither the Complaint nor any purported cause of action alleged by the plaintiff therein
14 states facts sufficient to constitute a cause of action against Defendant.

15 **SECOND AFFIRMATIVE DEFENSE**

16 Neither the Complaint nor any purported cause of action alleged therein states facts
17 sufficient to entitle plaintiff to an award of punitive damages against Defendant.

18 **THIRD AFFIRMATIVE DEFENSE**

19 The imposition of any punitive damages in this matter would deprive Defendant of its
20 property without due process of law under the California Constitution and United States
21 Constitution.

22 **FOURTH AFFIRMATIVE DEFENSE**

23 The imposition of any punitive damages in this matter would violate the United States
24 Constitution's prohibition against laws impairing the obligation of contracts.

25 **FIFTH AFFIRMATIVE DEFENSE**

26 The imposition of any punitive damages in this matter would constitute a criminal fine or
27 penalty and should, therefore, be remitted on the ground that the award violates the United States
28 Constitution.

1 SIXTH AFFIRMATIVE DEFENSE

2 Plaintiff's action, and each alleged cause of action, is barred by the applicable statute of
3 limitations, including but not limited to California Code of Civil Procedure, sections 335.1, 338,
4 340.2, and 340(3).

5 SEVENTH AFFIRMATIVE DEFENSE

6 Plaintiff unreasonably delayed in bringing this action, without good cause therefore, and
7 thereby has prejudiced Defendant as a direct and proximate result of such delay; accordingly, his
8 action is barred by laches and by section 583.110 *et. seq.* of the Code of Civil Procedure.

9 EIGHTH AFFIRMATIVE DEFENSE

10 Plaintiff was negligent in and about the matters alleged in the Complaint and in each
11 alleged cause of action; this negligence proximately caused, in whole or in part, the damages
12 alleged in the Complaint. In the event plaintiff is entitled to any damages, the amount of these
13 damages should be reduced by the comparative fault of plaintiff and any person whose negligent
14 acts or omissions are imputed to plaintiff.

15 NINTH AFFIRMATIVE DEFENSE

16 Plaintiff knowingly, voluntarily and unreasonably undertook to encounter each of the risks
17 and hazards, if any, referred to in the Complaint and each alleged cause of action, and this
18 undertaking proximately caused and contributed to any loss, injury or damages incurred by
19 plaintiff.

20 TENTH AFFIRMATIVE DEFENSE

21 Any loss, injury or damage incurred by plaintiff was proximately caused by the negligent
22 or willful acts or omissions of parties whom Defendant neither controlled nor had the right to
23 control, and was not proximately caused by any acts, omissions or other conduct of Defendant.

24 ELEVENTH AFFIRMATIVE DEFENSE

25 The products referred to in the Complaint were misused, abused or altered by plaintiff or
26 by others; the misuse, abuse or alteration was not reasonably foreseeable to Defendant, and
27 proximately caused any loss, injury or damages incurred by plaintiff.

28 TWELFTH AFFIRMATIVE DEFENSE

1 Plaintiff failed to exercise due diligence to mitigate his loss, injury or damages;
2 accordingly, the amount of damages to which plaintiff is entitled, if any, should be reduced by the
3 amount of damages which would have otherwise been mitigated.

4 THIRTEENTH AFFIRMATIVE DEFENSE

5 The Court lacks subject matter jurisdiction over the matters alleged in the Complaint
6 because the Complaint and each alleged cause of action against Defendant are barred by the
7 provisions of California Labor Code, section 3600, et seq.

8 FOURTEENTH AFFIRMATIVE DEFENSE

9 Defendant alleges that at the time of the injuries alleged in the Complaint, plaintiff was
10 employed and was entitled to receive Workers' Compensation benefits from his employer's
11 workers' compensation insurance carrier; that all of plaintiff's employers, other than Defendant,
12 were negligent in and about the matters referred to in said Complaint, and that such negligence on
13 the part of said employers proximately and concurrently contributed to the happening of the
14 accident and to the loss or damage complained of by plaintiff, if any there were; and that by
15 reason thereof Defendant is entitled to set off and/or reduce any such workers' compensation
16 benefits received or to be received by plaintiff against any judgment which may be rendered in
17 favor of plaintiff. (*Witt v. Jackson*, 57 Cal.2d 57, 366 P.2d 641)

18 FIFTEENTH AFFIRMATIVE DEFENSE

19 Defendant alleges that at the time of the injuries alleged in the Complaint, plaintiff's
20 employers were negligent in and about the matters referred to in said Complaint, and that such
21 negligence on the part of said employers proximately and concurrently contributed to any loss or
22 damage, including non-economic damages, complained of by plaintiff, if any there were; and that
23 Defendant is not liable for said employers' proportionate share of non-economic damages.

24 SIXTEENTH AFFIRMATIVE DEFENSE

25 Defendant alleges that at the time of the injuries alleged in the Complaint, parties other
26 than this Defendant were negligent in and about the matters referred to in said Complaint, and
27 that such negligence on the part of said parties proximately and concurrently contributed to any
28 loss or damage, including non-economic damages, complained of by plaintiff, if any there were;

1 and that Defendant herein shall not be liable for said parties' proportionate share of non-economic
2 damages pursuant to California Civil Code Sections 1431.1 through 1431.5.

3 SEVENTEENTH AFFIRMATIVE DEFENSE

4 Defendant alleges that at all times relative to matters alleged in the Complaint, all of
5 plaintiff's employers, other than Defendant, were sophisticated users of asbestos-containing
6 products and said employers' negligence in providing the product to their employees in a
7 negligent, careless and reckless manner was a superseding cause of plaintiff's injuries, if any.

8 EIGHTEENTH AFFIRMATIVE DEFENSE

9 If plaintiff has received, or in the future may receive, Worker's Compensation benefits
10 from Defendant under the Labor Code of the State of California as a consequence of the alleged
11 industrial injury referred to in the Complaint, and in the event plaintiff is awarded damages
12 against Defendant, Defendant claims a credit against this award to the extent that Defendant is
13 barred from enforcing its rights to reimbursement for Worker's Compensation benefits that
14 plaintiff has received or may in the future receive.

15 NINETEENTH AFFIRMATIVE DEFENSE

16 If plaintiff has received, or in the future may receive Worker's Compensation benefits
17 from Defendant under the Labor Code of the State of California as a consequence of the alleged
18 industrial injury referred to in the Complaint, Defendant demands repayment of any such
19 Worker's Compensation benefits in the event that plaintiff recovers tort damages as a result of the
20 industrial injury allegedly involved here. Although Defendant denies the validity of plaintiff's
21 claims, in the event those claims are held valid and not barred by the statute of limitations or
22 otherwise, Defendant asserts that cross-demands for money have existed between plaintiff and
23 Defendant and the demands are compensated, so far as they equal each other, pursuant to
24 California Code of Civil Procedure section 431.70.

25 TWENTIETH AFFIRMATIVE DEFENSE

26 Defendant denies any and all liability to the extent that plaintiff asserts Defendant's
27 alleged liability as a successor, successor in business, assign, predecessor, predecessor in
28 business, parent, alter-ego, subsidiary, wholly or partially owned by, or the whole or partial owner

1 of or member in an entity researching, studying, manufacturing, fabricating, designing, labeling,
2 assembling, distributing, leasing, buying, offering for sale, selling, inspecting, servicing,
3 installing, contracting for installation, repairing, marketing, warranting, re-branding,
4 manufacturing for others, packaging and advertising a certain substance, the generic name of
5 which is asbestos.

6 *TWENTY-FIRST AFFIRMATIVE DEFENSE*

7 Defendant alleges that its products, if any, were manufactured, produced, supplied, sold
8 and distributed in mandatory conformity with specifications promulgated by the United States
9 Government under its war powers, as set forth in the United States Constitution, and that any
10 recovery by plaintiff(s) on the Complaint on file herein is barred in consequence of the exercise
11 of those sovereign powers.

12 *TWENTY-SECOND AFFIRMATIVE DEFENSE*

13 Plaintiff's action, and each alleged cause of action, is barred by the terms and provisions
14 of California Code of Civil Procedure section 361.

15 *TWENTY-THIRD AFFIRMATIVE DEFENSE*

16 Defendant alleges that causes of action, if any, attempted to be stated in plaintiff's
17 complaint are barred in whole or in part by the equitable doctrine of waiver and estoppel.

18 *TWENTY-FOURTH AFFIRMATIVE DEFENSE*

19 Defendant alleges that plaintiff and plaintiff HUGH ELLIOTT do not assert any right to
20 relief in respect of or arising out of the same transaction, occurrence, or series of transactions or
21 occurrences, and that no question of law or fact common to both plaintiffs will arise in the action,
22 and that therefore plaintiffs have been improperly joined in one action.

23 *TWENTY-FIFTH AFFIRMATIVE DEFENSE*

24 This court lacks personal jurisdiction over Defendant.

25 **PRAYER**

26 WHEREFORE, Defendant prays:

- 27 (1) That plaintiff takes nothing by his Complaint;
28 (2) That Judgment be entered in favor of Defendant;

- 1 (3) For recovery of Defendant's costs of suit;
2 (4) For appropriate credits and set-offs arising out of any payment of Worker's
3 Compensation benefits as alleged above; and
4 (5) For such other and further relief as the Court deems just and proper.
5

6 Dated: April 27, 2008

JACKSON & WALLACE LLP

7
8 By: 

DANIEL D. O'SHEA
Attorney for Defendants
ELECTRIC BOAT CORPORATION

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

JURY DEMAND

PLEASE TAKE NOTICE that defendant ELECTRIC BOAT hereby demands a trial by jury in the above-entitled action and estimates that the length of trial will be six to eight weeks in duration.

Dated: April 27, 2008

JACKSON & WALLACE LLP

By: _____


DANIEL D. O'SHEA
Attorney for Defendants
ELECTRIC BOAT CORPORATION

CERTIFICATION OF INTERESTED ENTITIES OR PERSONS

Pursuant to Civil L.R. 3-16, the undersigned certifies that as of this date, other than the named parties, there is no such interest to report.

Dated: April 27, 2008

JACKSON & WALLACE LLP

By: _____


DANIEL D. O'SHEA
Attorney for Defendants
ELECTRIC BOAT CORPORATION

GABRIEL A. JACKSON, State Bar No. 98119
DANIEL D. O'SHEA, State Bar No. 238534
JACKSON & WALLACE LLP
55 Francisco Street, 6th Floor
San Francisco, CA 94133
Tel: 415.982.6300
Fax: 415.982.6700

Attorneys for Defendants
ELECTRIC BOAT CORPORATION

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

NAOMI BEAURMAN-WHITE, As
Successor-In-Interest To ROBERT L.
WHITE, DECEASED; And EMMA
WATTS, EDITH MILLIGAN, CORA
MELTON, STEPHEN WHITE, As Legal
Heirs of ROBERT L. WHITE
DECEASED, et al.,

Plaintiffs,

v.

GENERAL ELECTRIC COMPANY AND
ELECTRIC BOAT COMPANY, et al.,

Defendants.

Case No. 308-CV-00230-EDL

NOTICE OF TAG-ALONG ACTION

Multi-District Rule 7.5(e)

PLEASE TAKE NOTICE that on July 29, 1991 the Judicial Panel of Multi-District Litigation ("MDL Panel") entered an order transferring all asbestos actions pending in the federal courts to the United States District Court, Eastern District of Pennsylvania, for coordinated pretrial proceedings pursuant to 28 U.S.C. Section 1207 ("MDL Transfer Order"). The MDL Transfer Order also applies to "tag-along actions," which refers to a civil action pending in a district court and involving common questions of fact with actions previously transferred under section 1407 by the Judicial Panel of Multi-District Litigation pursuant to a January 17, 1991 Order to Show Cause. See Multi-District Litigation Rules ("MDL Rules"), Rule 11.

1 Pursuant to MDL Rule 7.5(c):

2 Any party or counsel in actions previously transferred under Section 1407 or under
3 consideration by the Panel for transfer under section 1407 shall notify the Clerk of the
4 Panel of any potential "tag-along actions" in which that party is also named or in which
5 that counsel appears.

6 Defendant ELECTRIC BOAT hereby notifies that Court that is case is a potential "tag-
7 along action" which may be subject to transfer to the United States District Court, Eastern District
8 of Pennsylvania. ELECTRIC BOAT has forwarded a copy of this notice to the Clerk of the MDL
9 Panel. The Clerk of the MDL Panel may either (1) enter a conditional transfer order pursuant to
10 the MDL Rule 7.4(a), or (2) file an order to show cause why this action should not be transferred,
11 pursuant to MDL Rule 7.5(b).

12 Dated: April 27, 2008

JACKSON & WALLACE LLP

13
14
15 By: 

DANIEL D. O'SHEA
Attorney for Defendants
ELECTRIC BOAT CORPORATION